

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT to purchase and sell real estate (the "Agreement") is made and entered into as of the 27 day of July 2004 by and between LEON COUNTY, a political subdivision of the State of Florida (the "Purchaser"), and SEMINOLE BOOSTERS, INC., a Florida nonprofit corporation (the "Seller"), who agree as follows:

Article 1

Agreement to Purchase and Sell.

1.1 Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, that certain parcel of real property located on the northeasterly side of North Monroe Street at Perkins Road, Leon County, Florida (Parcel ID Nos. 210525E0010; 210525E0020; 210525E0030; 210525E0040; and 210525E0050), as more specifically described and depicted on Exhibit "A," and any and all improvements thereon, together with all easements, rights and uses now or hereafter belonging thereto (collectively the "Property"). At such time as a survey of the Property is prepared, the legal description contained in such survey shall be used as the legal description of the Property for all documents to be executed pursuant to this Agreement.

Article 2

Purchase Price, Payment, and Deposit.

2.1 The purchase price (the "Purchase Price") for the Property shall be ONE MILLION ONE HUNDRED FIFTEEN THOUSAND and 00/100 DOLLARS (\$1,115,000.00). the payment of the Purchase Price shall be effected by the delivery from the Purchaser to the Seller at closing of a County Deed conveying from Leon County, as Grantor, to Seminole Boosters, Inc., as Grantee, that certain real property identified as the Tower Road property and legally described in Exhibit "B" (the "Exchange Property").

2.2 Within five (5) business days after the complete execution and delivery of this Agreement, Purchaser shall deliver to the Escrow Agent, as defined below, a deposit in an amount equal to TEN THOUSAND and 00/100 DOLLARS (\$10,000.00) (the "Deposit") to be held and disbursed in accordance with the terms hereof.

Article 3
Title.

3.1 Seller shall convey marketable title to the Property by General Warranty Deed subject to (a) zoning, restrictions, prohibitions, and other limitations imposed by governmental authority; (b) restrictions and matters appearing on the plat or common to the subdivision; (c) public utility easements of record; (d) property taxes for the year of Closing and subsequent years; and (e) other matters as may be set forth herein; provided none of the foregoing shall prevent the use of the Property for commercial, recreational, or park purposes. Personal property, if any, shall be conveyed by an absolute Bill of Sale, free and clear of all liens, unless otherwise provided herein.

3.2 No later than thirty (30) days after the Date of this Agreement, Purchaser shall, at Purchaser's expense, obtain a title insurance commitment for the Property (the "Commitment"), with a copy to Seller, issued by a title insurance company chosen at Purchaser's sole discretion (the "Title Company"), and upon Closing, an ALTA owner's policy in the amount of the Purchase Price, for fee simple title subject to exceptions as stated above.

3.3 Purchaser shall, no later than thirty (30) days after receipt of the Commitment, deliver written notice to Seller of any matters of title that Purchaser deems unacceptable ("Title Defects"). Title shall be deemed acceptable to Purchaser if (a) Purchaser fails to deliver notice of Title Defects within the time specified, or (b) Purchaser delivers notice and Seller cures the Title Defects within forty-five (45) days from receipt of notice (the "Curative Period"). Seller shall use best efforts to cure the Title Defects within the Curative Period and if the Title Defects are not cured within the Curative Period, Purchaser shall have ten (10) days from the end of the Curative Period to elect, by written notice to Seller, to: (i) terminate this Agreement, whereupon the Deposit shall be returned to Purchaser and this Agreement shall be of no further force and effect, or (ii) extend the Curative Period up to and including the Closing Date, or (iii) accept title subject to existing Title Defects, provided that any monetary liens on the Property, except real estate taxes and assessments not yet due and payable, will be paid in full by Seller at the Closing.

Article 4
Survey.

4.1 No later than forty-five (45) days after the commencement of the Investigation Period as defined below, the Purchaser, at Purchaser's expense, shall obtain a survey (the "Survey") of the Property, which Survey: (a) shall have been prepared in accordance with ALTA standards by a licensed surveyor or engineer; (b) shall be certified to the Purchaser, the Title Company and any lender designated by the Purchaser; (c) shall be sufficient for removal of the standard survey exception from the policy of title insurance to be issued pursuant to the Commitment; and (d) shall be in form and content acceptable to Purchaser, and shall show all matters disclosed in the Commitment. If the Survey reveals encroachments on the Property or that the improvements on the Property encroach on the property of another, such encroachments shall constitute a title defect as referenced in Paragraph 3.3 above.

Article 5
Representations and Warranties.

5.1 Representations and Warranties of Seller. In addition to any other covenants, indemnities, warranties and representations made by Seller herein, Seller makes and agrees with Purchaser to the following representations and warranties, all of which are made to the Actual Knowledge (defined in Section 5.4) of Seller, are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed to Purchaser in writing shall be true and correct on the Closing Date, and all of which shall survive the Closing:

5.1.1 Authority. Seller has the capacity, and all requisite actions have been taken and approvals obtained by Seller to fully authorize and empower Seller, to execute this Agreement and consummate the transactions contemplated hereby. Seller shall furnish to Purchaser any documents reasonably requested by Purchaser which evidence the capacity and authority of Seller (and the signatories acting on behalf of Seller) to consummate the transactions contemplated hereby.

5.1.2 No Conflict. The authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will not, with or without the giving of notice or passage of time or both: (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (i) any Operative Documents (defined in Section 5.4) by which the Seller is governed; or (ii) any statutes, laws, rules or regulations of any governmental body applicable to Seller, or its properties or assets; or (iii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Seller or any of its respective properties or assets; or (iv) any instrument or agreement to which Seller or its properties may be bound or relating to or affecting all or any portion of the Property; or (b) result in any lien, claim, encumbrance or restriction on the proceeds of the sale of all or any portion of the Property or on any of the respective properties or assets of Seller.

5.1.3 Pending Actions or Investigations. There are no actions, suits, proceedings, claims, orders, decrees or judgments affecting Seller, its business, prospects or conditions (financial or otherwise), or the Property, or any portion thereof, or relating to or arising out of the ownership, management, operation, use or occupancy of the Property or any portion thereof which are pending or have been prosecuted for a period of thirty (30) days or more or, to the Actual Knowledge of Seller are pending or have been prosecuted for less than thirty (30) days, in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality; and, to the Actual Knowledge of Seller, no such actions, suits, proceedings, claims, orders, decrees or judgments have been threatened or asserted. Seller is not a party to or subject to any judgment, writ, decree, injunction or order enjoining or restraining it from conducting any business in respect of the Property, and, to the Actual Knowledge of Seller, no such judgment, writ, decree, injunction or order has

been threatened or asserted. There are no outstanding unpaid judgments against Seller or the Property.

5.2 Representations and Warranties of Purchaser. In addition to any other covenants, indemnities, warranties and representations made by Purchaser herein, Purchaser makes and agrees with Seller to the following representations and warranties, all of which are true and correct as to the matters set forth therein as of the date hereof and unless otherwise disclosed in writing to Seller shall be true and correct on the Closing Date, and all of which shall survive the Closing:

5.2.1 Authority. Upon the approval of this Agreement by the Leon County Board of County Commissioners, Purchaser has the capacity, and all requisite actions will have been taken and approvals obtained by Purchaser to fully authorize and empower Purchaser, to consummate the transactions contemplated hereby. Purchaser shall furnish to Seller and Escrow Agent any documents reasonably requested by Seller or the Escrow Agent which evidence the capacity and authority of Purchaser (and the signatories acting on behalf of Purchaser) to consummate the transactions contemplated hereby.

5.2.2 No Conflict. The authorization, execution and delivery of this Agreement will not, with or without the giving of notice or passage of time or both: (a) violate, conflict with or result in the breach of any terms or provisions of or require any notice, filing, registration or further consent, approval or authorization under: (i) the Operative Documents by which Purchaser is governed; (ii) any statutes, laws, rules or regulations of any governmental body applicable to Purchaser, or its properties or assets; or (iii) any judgment, decree, writ, injunction, order or award of any arbitrator, court or governmental authority binding upon Purchaser or any of its respective properties or assets; or (iv) any instrument or agreement to which Purchaser or its properties may be bound; or (b) result in any lien, claim, encumbrance or restriction on the Property or on any of the respective properties or assets of Purchaser.

5.3 Effect of Change in Representations. For the period from and including the Date of this Agreement, as defined herein, and through the Closing Date, each of Seller and Purchaser shall be obligated to advise the other party, as applicable, of any change which renders any representation made by such party in this Agreement untrue or materially misleading. In the event that such notice is delivered from one party to the other, and if such circumstances as are set forth in such notice materially and adversely affect the rights and obligations of the party receiving such notice, the party receiving such notice shall have the option, at its election, to terminate this Agreement, and if so terminated by Purchaser, the Deposit shall be returned to Purchaser in accordance with the terms herein. If the circumstances that render a representation untrue or materially misleading have resulted from the willful acts or gross negligence of the party which gave the representation, then in addition to the termination rights set forth in the previous sentence, the party that receives notice of such change of circumstances shall have all rights available to it at law or in equity for a breach of this Agreement by the party that gave notice of such circumstances.

5.4 Actual Knowledge; Operative Documents. As used in this Section 5, the term "Actual Knowledge" shall mean: (a) with respect to the Purchaser, the current actual knowledge, without independent investigation of the person or persons directly charged by the County Administrator with the task of completing the acquisition of the Property by and on behalf of the Purchaser and (b), with respect to the Seller, the current actual knowledge of the person or persons directly charged with the management of the Property by and on behalf of Seller; and (c) the term "Operative Documents" shall mean such documents as have been created, and are used in the governance of, the party to whom the term refers, and such documents shall include, as applicable, articles or certificate of incorporation, by-laws, resolutions, partnership agreements, operating agreements, declaration of trust and such other documents as may have been utilized to form or govern such party.

Article 6
Investigation Period; Purchaser's Right to Terminate.

6.1 The "Investigation Period" shall commence on the Date of this Agreement and shall expire at 5:00 p.m., Eastern Time, ninety (90) days after the Date of this Agreement or sooner if agreed upon in writing by Purchaser and Seller.

6.2 Within fifteen (15) days after the Date of this Agreement, Seller shall deliver to Purchaser all surveys, environmental studies, audits, and notices of violation (if any), and other such information in possession of the Seller which may assist Purchaser's investigation of the Property. For each day beyond the fifteen (15) days in which the Seller does not provide such documents, the Investigation Period shall be extended for one (1) day.

6.3 During the term of the Investigation Period, Purchaser shall have the right to enter the Property to conduct analyses and tests including market value appraisals, soil borings and inspect and investigate all aspects of the Property to determine the market value of the Property and to determine if the Property is satisfactory for the Purchaser's intended use and development of the Property. If Purchaser causes any damage in connection with the activities listed in this Paragraph 6.3, Purchaser agrees to indemnify Seller, subject to the limitations provided in Section 768.28, *Florida Statutes* (2003), and without waiving its rights and protection provided therein, from any liability, costs or expense as a result of such damage.

6.4 At any time prior to the expiration of the Investigation Period, if either (a) the Leon County Board of County Commissioners (the "Board") does not approve the Agreement; (b) Purchaser determines through its inspection that the Property is not satisfactory for Purchaser's intended use; or (c) Purchaser determines that it is unable, for any reason, to convey the Exchange Property in accordance with paragraph 2.1 above, then Purchaser may terminate this Agreement upon delivery of written notice to Seller, in which case the Purchaser shall be entitled to a refund of its Deposit and any and all interest earned thereon. In the event that Purchaser fails to affirmatively notify Seller of either the Board's approval of the Agreement or of its satisfaction with either the Purchase Price or the Property prior to the expiration of the Investigation Period, the Purchaser shall be deemed to be satisfied with its investigation of the Property and the transaction shall proceed to Closing in accordance with this Agreement. If,

however, Purchaser notifies Seller of its either the Board's approval of the Agreement or of its satisfaction with its investigation of the Property in accordance with this Paragraph 6.4, such notice shall not be deemed to constitute an approval of any title and/or survey issues to which Purchaser has objected but which have not yet been cured by Seller within the time period allowed under Paragraph 3.3 above.

6.5 Purchaser may, upon delivery of written notice to Seller prior to the end of the Investigation Period, extend the Investigation Period by up to three (3) periods of thirty (30) days each, at a cost of THREE THOUSAND and 00/100 DOLLARS (\$3,000.00) for each extension of thirty (30) days, or part thereof, which sum shall be nonrefundable to Purchaser except in the event of a Seller default hereunder; provided, however, that such sum shall be considered, at closing, to be a part of the Deposit and shall be returned to the Purchaser in accordance with paragraph 8.3.3 below.

Article 7

Default.

7.1 Seller's Remedies. In the event of a default by Purchaser, Seller may waive Purchaser's default and proceed to consummate the transaction with Purchaser as contemplated herein. If Seller does not choose to waive Purchaser's default, Seller shall be entitled as its sole remedy hereunder, to terminate this Agreement and retain the Deposit as liquidated damages and neither Seller nor any other person or party shall have any claim for specific performance, damages or otherwise against the Purchaser.

7.2 Purchaser's Remedies. In the event of a default by Seller, Purchaser may waive Seller's default and proceed to consummate the transaction with Seller as contemplated herein. If Purchaser does not choose to waive Seller's default, Purchaser shall be entitled to either obtain specific performance of the terms and conditions hereof or may terminate this Agreement by written notice delivered to the Seller at or prior to the Closing Date in which case Purchaser shall be entitled to a refund of the Deposit and any nonrefundable fee paid to Seller hereunder, together with any and all interested earned thereon, and neither Purchaser nor any other person or party shall have any claim for specific performance, damages or otherwise against the Seller.

Article 8

Closing.

8.1 Closing Date. The closing of the transaction contemplated herein (the "Closing") shall take place no later than thirty (30) days after the expiration of the Investigation Period (the "Closing Date").

8.2 Modifications to Closing Date. This paragraph has been intentionally omitted.

8.3 Closing Requirements. At the time of Closing:

8.3.1 Seller shall execute in recordable form and deliver to Purchaser a General Warranty Deed, conveying marketable title to the Property, free and clear of all liens and encumbrances to the extent set forth in Paragraph 3 herein.

8.3.2 Purchaser shall cause the Commitment to be recertified and updated to the Closing Date, and shall cause the policy of title insurance to be issued pursuant to the Commitment, at the Purchaser's sole cost and expense, except that Seller shall cure all matters curable by the payment of money and shall cure all title and survey objections timely made by Purchaser hereunder.

8.3.3 Purchaser and Seller shall direct the Escrow Agent to return the Deposit and all interest earned thereon to the Purchaser, and the Purchaser shall deliver to Seller the Purchase Price in the form of a County Deed to the Exchange Property in accordance with the terms of paragraph 2.1 below.

8.3.4 Seller shall have removed all personal property and all equipment from the Property, and Seller shall deliver undisputed possession of the Property to Purchaser, except as otherwise provided herein, and otherwise in the same or better condition as of the date hereof.

8.3.5 If Seller is obligated to discharge any encumbrances at or prior to Closing and fails to do so, Purchaser may use the Purchase Price funds to satisfy the encumbrances.

8.3.6 Seller shall deliver to the Purchaser an affidavit, in form acceptable to the Purchaser, certifying that the Seller is not a non-resident alien or foreign entity, such that the Seller and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

8.3.7 Seller shall assign all contracts and leases which Purchaser has agreed in writing shall survive the Closing.

8.3.8 Seller and the Purchaser shall each deliver to the other such other documents or instruments as may reasonably be required to close this transaction, including but not limited to an assignment of the Approvals, authority documentation and a Closing statement.

Article 9

Purchaser's Construction and Maintenance Obligations; **Conditions Precedent to Closing.**

9.1 This paragraph has been intentionally omitted.

Article 10

Prorations and Adjustment; Closing Costs.

10.1 All taxes and special assessments which are a lien upon the Property on or prior to the Closing Date (except current ad valorem taxes which are not yet due and payable) shall be paid by the Seller. With regard to the current ad valorem taxes levied against the Property, Seller shall at Closing, in accordance with Section 196.295, *Florida Statutes* (2003), place in escrow with the Leon County Tax Collector an amount equal to the current ad valorem taxes prorated to the date of Closing, based upon the current assessment and millage rates on the Property. This fund shall be used to pay any ad valorem taxes due, and the remainder of ad valorem taxes which would otherwise have been due for that current year shall stand canceled. All security deposits shall be paid or credited to Purchaser. All rents and other revenues, operating expenses, utility charges and other sums due shall be paid or retained, as the case may be, by Seller to the extent attributable to the period on or before the Closing Date and shall be paid or retained by Purchaser to the extent attributable to the period on or after the Closing Date. All documentary stamp taxes and transfer taxes payable in connection with the conveyance of the Property to the Purchaser, and the recording costs to cure any title or survey defects, shall be paid by the Seller. Purchaser shall pay the cost to record the deed, the cost of the survey and title charges.

Article 11

Miscellaneous.

11.1 Controlling Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for all purposes shall be Leon County, Florida.

11.2 Cooperation. The Seller, if requested, shall join in the execution of all permits, applications, and other written requests or reports, including, but not limited to, zoning or site plan approval applications, plats, easements, tax or parcel splits and any other documents necessary for the Approvals, at no cost to Seller.

11.3 Casualty and Condemnation. If, prior to the Closing Date, the Seller receives notice that any casualty occurred on the Property or any governmental authority intends to commence or has commenced proceedings for the taking of any portion of the Property by the exercise of any power of condemnation or eminent domain, the Seller shall send notice thereof to Purchaser, which shall include all pertinent information relating thereto. The Purchaser shall have the right to terminate this Agreement and receive a refund of the Deposit (and any Additional Deposits) by notifying the Seller in writing within thirty (30) days following the date the Purchaser receives notice of such occurrence. If the Purchaser elects not to terminate, the Seller shall, at Closing, assign to Purchaser the proceeds of the condemnation or insurance proceeds, as the case may be.

11.4 Brokers. Purchaser and Seller each represent and warrant to the other that neither have dealt with an undisclosed Broker in connection with this transaction, and that no commission is due from Seller or Purchaser to any individual or entity except as agreed to in writing by the party sought to be charged with such commission. Seller hereby indemnifies and holds the Purchaser harmless from and against any claims for commissions together with any costs and reasonable attorney's fees incurred by the Purchaser in defending against such claims, resulting from any breach of the representations set forth herein. Purchaser hereby indemnifies and holds Seller

harmless, to the extent allowable by law and without waiving its sovereign immunity, from and against any claims for commissions together with any costs and reasonable attorney's fees incurred by Seller in defending against such claims, resulting from any breach of the representations set forth herein.

11.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to this transaction and supersedes all prior agreements, written or oral, between the Seller and the Purchaser relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties.

11.6 Assignment. Neither Purchaser nor Seller may assign its rights and obligations under this Agreement without the prior written consent of the other party.

11.7 Notices. Any notice shall be deemed duly delivered if personally delivered or if mailed by certified mail, return receipt requested, or if sent via "overnight" courier service, or via facsimile transmission, as follows:

If to Seller: Leon County
Attention: Herbert W.A. Thiele, County Attorney
Address: Leon County Courthouse, 310 S. Monroe St., Suite 202
City, State, Zip: Tallahassee, FL 32301
Telephone: (850) 487-1008 Facsimile: (850) 922-8916

If to Purchaser: Seminole Boosters, Inc.
Attention: Andy Miller, President
Address: 225 University Center, Ste C-5100
City, State, Zip: Tallahassee, FL 32306
Telephone: (850) 644-3484 Facsimile: (850) 222-5929

With a copy to:
Firm: Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.
Attention: Charles R. Gardner
Address: 1300 Thomaswood Drive
City, State, Zip: Tallahassee, FL 32308
Telephone: (850) 385-0070 Facsimile: (850) 422-3173

Either party may change the information above by giving written notice as provided in this Paragraph.

11.8 Binding. The terms hereof shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

11.9 Paragraph Headings. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of the provisions of this Agreement.

11.10 Survival and Benefit. Except as otherwise expressly provided herein, each agreement, representation, or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing and the consummation of the transaction provided for herein. The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by the other party hereto, its successors and assigns, and are not made for the benefit of, nor may they be relied upon, by any other person whatsoever.

11.11 Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both the Purchaser and the Seller have contributed substantially and materially to the preparation and review of this Agreement.

11.12 Escrow. Purchaser and Seller authorize First Title Services of Tallahassee, Inc. to act as escrow agent (the "Escrow Agent") to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Agreement. Escrow Agent will deposit all funds received in an interest-bearing account with interest accruing to the Purchaser. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Agreement, Escrow Agent may (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow or (b) deposit the subject matter of the escrow with the clerk of the court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent shall be released from all liability except for the duty to account for items previously delivered out of escrow. In any suit or arbitration in which Escrow Agent is made a party because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent shall recover reasonable attorney's fees and costs, which fees and costs shall be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that Escrow Agent shall not be liable to any person for mis-delivery to Purchaser or Seller of escrowed items, unless the mis-delivery is due to Escrow Agent's willful breach of this Agreement or gross negligence.

11.13 The Date of this Agreement. The term "Date of this Agreement" as used herein shall mean the date upon which the later of Seller and Purchaser execute this Agreement.

11.14 No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, or by custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

11.15 Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

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11.16 Hazardous Substance. Seller represents that Seller has no knowledge of any toxic, petroleum, asbestos, or hazardous substances being stored, used, or otherwise released on the Property. Purchaser acknowledges that Purchaser has the ability to audit the Property during the Investigative Period and, in the event any such hazardous substances are found, that Purchaser has the right to terminate this Agreement and receive a refund of the Deposit and any nonrefundable fee paid to Seller hereunder, together with any and all interested earned thereon in accordance with the terms herein. Purchaser's sole remedy for such hazardous substances found on the Property shall be the termination of the Agreement and a refund of the Deposit and any nonrefundable fee paid to Seller hereunder, together with any and all interested earned thereon, unless Seller has herein misrepresented Seller's knowledge of same.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date below.

SELLER

PURCHASER

SEMINOLE BOOSTERS, INC.

LEON COUNTY, a political subdivision
of the state of Florida

By: [Signature]

By: [Signature]

Name: Dwight M. Miller

Name: Parwez Alam

Title: President

Title: County Administrator

Date Signed: 7-27-2004

Date Signed: 7-22-2004

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Witness: [Signature]

Approved as to Form:

By: [Signature] for
County Attorney

Lots 1,2,3,4, and 5, Block "E", VIEW POINTE, according to the map or plat thereof as recorded in Plat Book 12, Page 17 of the Public Records of Leon County, Florida.

UNOFFICIAL
TOWER ROAD BORROW PIT
LEGAL DESCRIPTION

The East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 36, Township 2 North, Range 2 West, Leon County Florida less and except the North thirty feet (30) as deeded to Leon County for roadway purposes, recorded in Deed Book 267, Page 155, Public Records of Leon County.

MORE PARTICULARLY DESCRIBED as follows: Beginning at a concrete monument marking the Southeast corner of Section 36, Township 2 North, Range 2 West, Leon County, Florida; thence South 89 degrees 08 minutes 36 seconds West 1320.06 feet along the southerly boundary line of said Section to an existing terra cotta monument; thence North 00 degrees 56 minutes 11 seconds West 2619.43 feet to an existing concrete monument lying on the southerly right-of-way boundary of a County road known as Tower Road (60-foot right-of-way); thence North 88 degrees 56 minutes 46 seconds East along the southerly right-of-way boundary of said County road 1319.14 feet to an existing concrete monument lying on the easterly boundary line of said Section 36; thence South 00 degrees 57 minutes 26 seconds East (bearing base) along said easterly boundary line 2612.98 feet to the POINT OF BEGINNING.

SUBJECT TO a City electrical easement recorded in Official Record Book 1020, Page 1466 and Page 1467 of the Public Records of Leon County, Florida.

UNOFFICIAL
DOCUMENT
Exhibit B

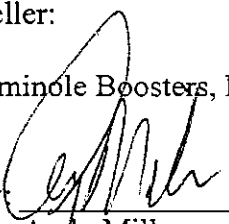
FIRST ADDENDUM TO PURCHASE AND SALE AGREEMENT

SELLER: SEMINOLE BOOSTERS, INC.
PURCHASER: LEON COUNTY
EXCHANGE PROPERTIES: The property to be conveyed by the Seller to the Buyer is identified by Leon County Property Appraiser Parcel Numbers 210525E0010, 210525E0020, 210525E0030, 210525E0040, and 210525E0050 (herein referred to as the "View Pointe Parcels"), and the property to be conveyed by the Buyer to the Seller is identified by Leon County Property Appraiser Parcel Number 2536208530000 (herein referred to as the "Tower Road Parcel")

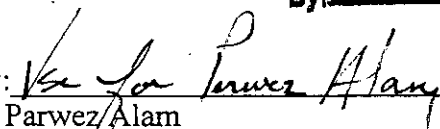
In addition to the terms and conditions of the typed *Purchase and Sale Agreement* (hereinafter the "Contract") to which this *First Addendum to Purchase and Sale Agreement* is attached, the parties further agree as follows:


1. Paragraph 2.1 of the Contract is amended to include: "In addition to the conveyance of the View Pointe Parcels to the Purchaser, the Seller shall pay the Purchaser the sum of \$200,000.00 at Closing."
2. The Seller shall have equal and reciprocal rights with respect to the Tower Road Parcel that the Purchaser has in Articles 3 and 4 with respect to the View Pointe Parcels.
3. The Representations and Warranties contained in Article 5 by the Seller with respect to the View Pointe Parcels shall apply to the Purchaser as if made with respect to the Tower Road Property.
4. The Seller shall have equal and reciprocal rights with respect to the Tower Road Parcel that the Purchaser has in Article 6 with respect to the View Point Parcels except that reference to the Board shall mean and refer to the Board of Directors of the Seller.
5. The provisions for prorations, adjustments, and closing costs contained in Article 10 shall apply to the Tower Road Property (ie the party responsible for the payment of documentary stamps on the Tower Road Property shall be the Purchaser).
6. Paragraph 11.12 of the contract is amended to reflect that the Escrow Agent shall be Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.

Seller:
Seminole Boosters, Inc.

By: 
Andy Miller
Its President
Date: July 21, 2004

Purchaser:
Leon County

By: 
Parwez Alam
Its County Administrator
Date: July 27, 2004

APPROVED AS TO FORM
LEON COUNTY ATTORNEY'S OFFICE
Leon County, Florida
By: 
7/29/04